

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AES NEWENERGY, INC.

Plaintiff, : Civil Action No. 02-CV-2733  
v. :  
POWERWEB TECHNOLOGIES, INC. :  
Defendant. :

**PLAINTIFF AES NEW ENERGY'S INITIAL DISCLOSURES**

Plaintiff AES NewEnergy, Inc. ("AES NewEnergy") provides the following information pursuant to Federal Rule of Civil Procedure 26(a):

A. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

1. Brian Hayduk  
AES New Energy, Inc.  
551 5th Avenue  
Suite 400  
New York, NY 10176  
212-885-6400

Mr. Hayduk has knowledge about: the negotiation of the contract; Powerweb's breach of the contract by failing to perform and by failing to return AES NewEnergy's money; Powerweb's failure to obtain prior approval from AES NewEnergy to spend AES NewEnergy's money; and, the absence of any alternative joint marketing opportunity that AES NewEnergy believed would be profitable and worth pursuing.

**EXHIBIT A**

2. David McGoewn  
Energy Tracking, Inc.  
141 Lanza Avenue, Building 13, 3rd Floor  
Garfield, NJ 07026

Mr. McGoewn has knowledge about: the negotiation of the contract; Powerweb's breach of the contract by failing to perform and by failing to return AES NewEnergy's money; Powerweb's failure to obtain approval from AES NewEnergy to spend AES NewEnergy's money on development projects; and, the absence of any alternative joint marketing opportunity that AES NewEnergy believed would be profitable and worth pursuing.

AES NewEnergy reserves the right to supplement this information.

**B. A copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.**

AES NewEnergy shall produce all documents in its possession, custody or control that AES NewEnergy may use to support its claims.

**C. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.**

AES NewEnergy claims damages of \$100,000, plus interest.

**D. Any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

AES NewEnergy is not aware of any such insurance agreement.

Respectfully,

Matthew A. White - Attorney I.D. No. 55812  
Joel M. Sweet - Attorney I.D. No. 69498  
Attorneys for Plaintiff AES NewEnergy, Inc.

OF COUNSEL:  
WOLF, BLOCK, SCHORR and SOLIS-COHEN LLP  
22nd Floor, 1650 Arch Street  
Philadelphia, Pennsylvania 19102-2097  
(215) 977-2000

Dated: August 22, 2002

**CERTIFICATE OF SERVICE**

I, Joel M. Sweet, hereby certify that on August 22, 2002, I caused a true and correct copy of Plaintiff AES NewEnergy's Initial Disclosures to be served by hand delivery upon:

William Matthews, Esquire  
SAUL EWING LLP  
Centre Square West  
1500 Market Street, 38th Floor  
Philadelphia, PA 19102-2186

Joel M. Sweet